

# RIMKUS CONSULTING GROUP, INC.

## TERMS AND CONDITIONS

### Effective March 14, 2022

(1.) These Terms and Conditions apply to the retention and work of Rimkus Consulting Group, Inc., its affiliates, and subcontractors ("Company") on behalf of client ("Client"). Unless stated in writing otherwise, Company's services are limited to providing professional advice, judgments, and/or opinions for the exclusive use of Client. No other person or entity shall use the work performed hereunder without the express written consent of Company.

(2.) Any of the following acts by Client shall constitute acceptance of these Terms and Conditions: signing and returning a copy of the Confirmation of Assignment Letter; the continued use of Company on the assignment; or any request for services to be performed by Company after Client's receipt of the Terms and Conditions. No changes, edits, additions or different terms shall be effective unless specifically agreed to in writing and signed by an authorized representative of Company. An email shall not suffice as evidence of Company's written and signed acceptance of Client-made changes, edits, or additional or different terms or conditions. Client agrees that in the event Company expedites commencement of work for Client, these Terms and Conditions shall apply to all work performed by Company and Client hereby waives and releases any claim or defense contesting the applicability of these Terms and Conditions or arising from or related to Company commencing work prior to Client receipt of these Terms and Conditions.

(3.) Client represents that the work performed hereunder will be used exclusively by Client and solely for Client's benefit. There shall be no third-party beneficiaries to this Agreement. If Client uses an agent to retain Company, Client represents that its agent has full authority to act for Client and Client assumes complete responsibility for the acts of its agent and shall be responsible for payment to Company for all work performed at the request of Client's agent. An agent includes a Client's attorney or third party adjuster or administrator. In the event the assignment that is the subject matter of Company's retention shall become involved in litigation, arbitration, or any other formal dispute resolution procedure, Client hereby represents and agrees that Client shall immediately provide Company notice of such development including the style of the case, the case number, and the identity of the court or arbitration proceeding. Notice shall be provided by Client in writing via email to legal@rimkus.com.

(4.) Client may instruct Company to cease work on any assignment. The instruction by Client to cease work must be in writing and sent via e-mail to legal@rimkus.com. Company may terminate any assignment under these Terms and Conditions at any time with or without cause, including, but not limited to, the development of a material conflict of interest, judicially required participation in onerous discovery or other legal process outside the intended scope of the work, the failure of Client to pay amounts due Company in a timely manner, and Client restrictions that impede or impair Company's ability to comply with generally accepted professional practices or engineering rules and regulations. These Terms and Conditions shall survive any cessation of work and shall continue to govern the rights and duties of Company and Client.

(5.) Company's work can involve areas or locales suffering from catastrophic weather events or man-made disasters. As such, an event of force majeure shall mean any unforeseeable circumstance due to any cause beyond the reasonable control of Company including, without limitation, hurricane, tornado, flood, fire, governmental act or regulation, act of God, embargo, war, strike, lockout, pandemic, labor interruption, shortage of labor, serious accident, breakdown or partial failure of machinery, shortage of materials and/or means of transport or energy that occurs after the acceptance of an assignment pursuant to these Terms and Conditions and prevents the performance of all or part thereof. The occurrence of an event of force majeure shall cause temporary suspension of Company's obligations for a period equal to the period of the continuing force majeure or the consequences thereof, without any liability or compensation to Client.

(6.) Company files and reports are developed for our Client's use. Company will treat all information, conclusions, and results of our investigation as confidential. Company will release information to

others only upon Client's specific instructions or court order. To the extent possible, Company will use reasonable efforts to notify Client of any ordered production. Client acknowledges that as a registered engineering firm, Company has certain obligations under the rules and regulations governing the practice of engineering. As such, without regard to the foregoing confidentiality provisions, Company reserves the right to make any and all notifications Company deems necessary to comply with professional responsibilities.

(7.) In order for Company to consistently maintain the quality of its services, Client agrees to promptly notify Company of any legal proceeding challenging the basis, opinion, or testimony of Company professional(s) assigned to Client's project. The notice provided by Client following the assertion of any objection, motion, or other legal proceeding in the nature of a challenge to the admissibility or basis of the expert work of Company professional shall be in writing and include the style of the case, the case number, and court in which the challenge has been asserted as well as the nature of the challenge. Company reserves the right to take all steps necessary to respond to any challenge to the professional's opinion or testimony, including interceding on the professional's behalf with written motion and briefing, and Client agrees to cooperate with Company to facilitate Company's response. Client further agrees to expeditiously provide Company and the Company professional assigned to Client's project all information, facts, discovery materials and other records necessary for Company to perform its work in a timely and professional manner.

#### CHARGES FOR SERVICES

(8.) All services are provided on a time-and-expense basis. Client may request an estimate of time or cost required for a project, but unless expressly agreed to in writing by Company to the contrary, estimates are for Client's budgeting purposes only and are based upon the information provided to Company at the time of the estimate. No cost estimate shall be construed as a fixed-price quotation.

(9.) All time expended for the assignment will be billed, including but not limited to investigations, site visits, travel, Client meetings, calculations, review of standards and authorities, creation or review of specifications and drawings and documents, preparation of reports, technical reviews, preparation for testimony, testimony in deposition or trial, court waiting time and/or standby time.

(10.) Company will use its best efforts to minimize travel costs on domestic and international trips associated with project work. Subject to availability, on flights under five hours in duration, we will utilize economy class refundable airfare. For flights in excess of five hours, Company professionals will fly business class, if available, or first class, if not available.

(11.) Company will invoice Client for services provided and expenses incurred during each billing period. All services will be invoiced at tenths of an hour, with any excess rounded up. Invoices are due upon receipt. Interest on unpaid balances more than sixty days old will be charged at the rate of 6% per annum. To the extent Client disputes any portion of an invoice, all undisputed portions shall remain due and payable as set forth on the invoice. In the event Client disputes any invoice, or any portion thereof, Client shall make its dispute in writing to Company setting forth the disputed matter with such particularity as to provide Company with reasonable notice of the dispute. Client shall present any such dispute to Company within forty-five (45) days of Client's receipt of the disputed invoice. Unless Client provides notice of an invoice dispute in the time frame provided herein (45 days of receipt of the disputed invoice) Client shall be deemed to have accepted the work, and released and waived any dispute or contest regarding the quality, reasonableness, and necessity of the work performed and the amounts charged on the invoice. Payment shall be made in U. S. dollars in Houston, Texas. Payments from foreign countries must be made by wire transfer in U.S. dollars as directed by Company. Without prejudice to any other available remedy, Company may withhold delivery of reports or data, either written or oral, and may suspend the performance of any further service obligations to Client pending the

payment of all invoices.

(12.) Company personnel are not required to appear for depositions, trials, or hearings pertaining to an assignment unless all previous billings on this assignment have been fully paid. Company, at its sole discretion, may require Client to advance payments for the estimated time charges and expenses in connection with requested work, including appearances at hearings or providing testimony at deposition or trial.

(13.) In any project, claim, cause of action, investigation, inquiry, or other circumstance (specifically including requests by governmental agencies or representatives) wherein Company is requested, required, cited, subpoenaed, ordered or compelled to appear, testify, submit to questions, provide deposition testimony, produce documents or records (including electronic media) or in any other way respond regarding or arising out of work performed by Company for Client, Client shall compensate Company for all time spent and expenses incurred, including time spent in preparation and reasonable attorneys' fees and expenses, in connection with Company's response. To the extent possible, Company will give notice to Client of the requested action; however, failure of Company to give notice or failure of Client to respond will not obviate Client's obligation to compensate Company in conformity with the foregoing.

#### EXECUTION AND SCOPE OF WORK

(14.) Client assumes full and complete responsibility for all uses of the work, Company's report(s), the items stored by Company at the request of Client, and all recommendations developed under the assignment. Unless Client requests in writing a specific Company professional to perform the work requested by Client, Company, at Company's sole discretion, shall assign the professional(s) who will perform Company's work.

(15.) Company will perform its work in accordance with generally accepted professional practices and consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. ***Except for the foregoing express warranty Company hereby disclaims all warranties, whether express, implied, statutory or other. Company makes no warranties, express or implied, regarding the outcome of any investigation. Company makes no guarantees or warranties and assumes no obligations except those expressly stated herein.***

(16.) Company shall retain all rights, title, and interest in and to its proprietary information (along with any modifications or improvements to such information), including, but not limited to Company's know-how, methodologies, techniques, processes, tools, test fixtures, technologies, trade secrets, software, data, databases, algorithms, source code, computational engines, logic formulas, non-interface worksheets, macros, and other materials used by Company in connection with providing its services. Company's policy is to maintain a complete written file on each assignment for a period of three years from the last professional services performed on the assignment. Thereafter, the complete written file will be maintained only on written instructions to do so from Client and payment of applicable storage fees.

(17.) When requested, Company will take possession of items that may be associated with or incidental to Company's investigation and report. Client agrees to pay all handling and storage fees as set forth herein for all items stored by Company. Client represents that any items stored by Company at the request of Client are the property of Client and Client has all right and title to such items. For all requests by Client to Company to dispose of stored items, Client represents and warrants that it has all necessary authority and permission to order such disposal, including approval from any and all entities or individuals that claim any right to, or interest in, the items. Any and all expenses, fees, costs, penalties, legal fees or other charges of any kind claimed against or incurred by Company as a result of Client's request that Company store items shall be paid by Client, or reimbursed by Client to Company. **To the fullest extent permitted by law, Client assumes the entire responsibility and liability for the items, and agrees to protect, defend, indemnify and hold Company and its subsidiaries, parent companies, affiliates, officers, directors, members, agents, representatives, consultants, servants, employees, contractors, and subcontractors harmless from and against any and all claims, demands, losses, costs, liabilities, penalties, expenses, attorneys'**

**fees, fines, judgments, litigation expenses, and causes of action of every kind and character arising from, occurring in connection with, or in any manner related to Client's representations as set forth herein concerning the items or Company's possession, storage, transport, and disposal of the items.**

#### LIMITATION OF LIABILITY

**(18.) THE TOTAL LIABILITY OF COMPANY AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, CONTRACTORS, AND SUBCONTRACTORS, FOR ANY CONDUCT OR SERVICES RELATED TO OR ARISING UNDER THE AGREEMENT, WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO ACTUAL DAMAGES SUSTAINED BY CLIENT AND SHALL NOT EXCEED THE TOTAL AMOUNT OF PAYMENTS CLIENT MADE TO COMPANY ON THE ASSIGNMENT, AND SUCH AMOUNT SHALL BE THE SOLE, COMPLETE, AND EXCLUSIVE REMEDY OF CLIENT. IN NO EVENT SHALL COMPANY, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS BE LIABLE FOR ANY OTHER DAMAGES, EXPENSES, OR COSTS, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, LOSS OF USE, LOSS OF PROFIT, LOSS OF INVESTMENT DAMAGES, COSTS OF SUIT, OR ATTORNEYS' FEES.**

**(19.) COMPANY SHALL HAVE THE RIGHT TO OFFSET ANY DAMAGES CLAIMED BY CLIENT BY THE AMOUNT OF ANY OUTSTANDING INVOICES OWED BY CLIENT TO COMPANY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THE CLIENT WAIVES ANY RIGHT OF CONTRIBUTION AGAINST COMPANY.**

#### ENTIRE AGREEMENT

(20.) The Terms and Conditions and the Confirmation of Assignment Letter shall form the entire agreement between Company and Client related to the subject assignment and supersedes all prior agreements and understandings, oral or written, between the parties concerning the subject assignment. No oral representations of any officer, agent, or employee of Company or Client, either before or after acceptance of this agreement, shall affect or modify any obligation of either party hereunder. Client agrees that it has not relied on or been induced to enter into this agreement by any representations, statements, or warranties of Company or any officer, agent, or employee of Company, other than those expressly stated herein. Unless specifically agreed to in writing and signed by an authorized representative of Company, any additional or different terms proposed by Client in any purchase order, request for quotation, acknowledgement, or other document are hereby deemed to be material alterations, and notice of objection to them is hereby given. The parties intend to avoid a battle of pre-printed forms with the use of this Agreement as the controlling Agreement, to the exclusion of all others. Company's contractual engagement with Client is expressly made conditional on Client's assent to the terms and conditions contained in this Agreement.

(21.) Any dispute or other proceeding arising out of or relating to these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims) shall be exclusively adjudicated by a Texas state court of competent jurisdiction in Montgomery County, Texas, and the parties hereby irrevocably consent and submit to the personal jurisdiction of the State of Texas and waive all objections and defenses to personal jurisdiction in said courts and venue in Montgomery County, Texas. These Terms and Conditions are governed by the laws of the State of Texas, and all claims relating to or arising out of this Contract, whether sounding in contract, tort, or otherwise, shall be governed by the laws of the State of Texas. The laws of the State of Texas shall apply without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). In any suit between Client and Company arising from or related to the subject assignment wherein Company is the prevailing party, Company shall be entitled to recover its reasonable attorneys' fees, expenses, and costs from Client.

**PROFESSIONAL FEES SCHEDULE**  
Effective March 14, 2022

1. **Professional Fees.** Company charges for services provided according to the skill level required by the assignment. Work performed on a time and expense basis will be charged in accordance with the Professional Fees Schedule listed below. The rates below reflect those of personnel within the practice area that Rimkus deems relevant to the assignment at its inception. Rimkus reserves the right, as the course of the assignment progresses and its subject matter clarifies, to assign personnel within different practice areas, some of whom may have rates greater or lesser than, or equal to, the rates provided below. Work performed on any fixed price contracts will be charged at the agreed fixed amount. Rates for professional consulting services, report preparation, depositions, and court appearances are:
 

Officer/Director .....	\$ 385-520 per hour
District Manager/Practice Leader.....	\$ 350-455 per hour
Associate Director/Principal Consultant .....	\$ 350-430 per hour
Senior Consultant.....	\$ 315-370 per hour
Senior Fire Consultant.....	\$ 295-350 per hour
Consultant/Fire Consultant .....	\$ 285-340 per hour
Associate Consultant.....	\$ 260-290 per hour
Graphic Artist/Senior Technician .....	\$ 250-285 per hour
Technician .....	\$ 230-260 per hour
CAD/Technical Specialist .....	\$ 230-245 per hour
Project Assistant .....	\$ 180-195 per hour
Administrative Assistant .....	\$ 145-155 per hour
Specialized Consulting Services.....	quoted
2. At the discretion of Company, a retainer may be required in advance of or during the performance of any services. Such retainer payments will be credited to Client's account. Any unused portion of the retainer following the final invoice by Company will be refunded.
3. Fixed-rate expenses are charged at our rates listed below. Travel and other incidental expenses are charged at cost. If requested, we will provide storage of items at a fee as listed below. Moving and disposal costs of stored items will be paid by Client. Costs of personnel to assist in the evidence viewing and testing of stored items will be billed to Client.
4. When third-party laboratory work, equipment usage, materials purchasing or testing services are required, a 15% handling charge will be assessed.
5. The fees shown on this schedule shall remain in effect through December 31, 2022. Beginning January 1, 2023, a new fee schedule will become effective. All services provided on assignments performed after January 1, 2023, will be invoiced in accordance with the Professional Fees Schedule in effect at the time the services are provided.
6. Payment of taxes such as sales and use tax, gross receipts tax or mandatory taxes of any kind required to be collected or withheld from payments to Company are the responsibility of Client.

**Fixed Rate Expenses**

Personal Vehicles Used On the Assignment.....	\$0.90/Mile
Item Handling Fee.....	\$250.00
Item Storage	
▪ Items Smaller than 1.5 Cubic Foot Volume.....	\$100.00/Month*
▪ Items Greater than 1.5 Cubic Foot Volume.....	\$150.00/Month*
▪ Large/Special Handling (Larger Than 500 Cubic Foot Volume or More Than 1,000 Pounds).....	To Be Quoted*
Disposal of Items.....	Cost + 15%
* Billed Quarterly	
Abrites Key/FOB Scanner.....	\$250.00/Use
Accelerometer.....	\$25.00/Use
Air Sampling Equipment.....	\$80.00/Use
Alldata.....	\$30.00/Use
Autostats.....	\$20.00/Use
Berla iVe Infotainment System Download.....	\$200.00/Use
BOT 3000 Tribometer.....	\$250.00/Use
Brungraber MK I Tribometer.....	\$450.00/Use
Brungraber MK III Tribometer.....	\$250.00/Use
Calibrated Photographs.....	\$25.00/Print
Chim Scan – Chimney Scanning Equipment.....	\$100.00/Use
Diesel Engine Download.....	\$395.00/Vehicle
Digital Mapping Equipment.....	\$300.00/Mapping
Drone - Infrared.....	\$500.00/Use
Drone - Standard .....	\$275.00/Use
EL Camera.....	\$750.00/Use
Electrical Resistivity Tomography (ERT) .....	\$250.00/Use
Elevator Ride Quality Monitor .....	\$150.00/Use
Encrypted USB Drive (1 GB) (Photos / Client Data) .....	\$50.00/Drive
English XL Tribometer.....	\$250.00/Use

FARO 3D Laser Scanner.....	\$765.00/Use
FT-IR Advanced Spectrometer.....	\$350.00/Use
Ground Penetrating Radar (GPR) .....	\$250.00/Use
GS-1 Walkway Tribometer.....	\$250.00/Use
High Definition Digital Camera.....	\$250.00/Use
HVE-2D.....	\$50.00/Use
HVE-3D.....	\$100.00/Use
Illuminance Meter.....	\$150.00/Use
Infrared Camera .....	\$75.00/Day
Keyence VHX-5000 Digital Microscope.....	\$500.00/Use
Lab Usage Fee - Large.....	\$500.00/Use
Lab Usage Fee - Small.....	\$250.00/Use
Luminance Meter.....	\$350.00/Use
Materials Hardness Tester.....	\$100.00/Use
Matlab Photography.....	\$600.00/Use
Matterport 3D Camera	
▪ Less than 2,000 square feet.....	\$150.00/Use
▪ 2,000 square feet up to 3,500 square feet.....	\$225.00/Use
▪ Over 3,500 square feet.....	\$300.00/Use
Mold Sampling Media.....	\$10.00/Each
Night Time Camera Equipment.....	\$150.00/Use
Passenger Download (CDR) .....	\$260.00/Vehicle
Personal Protective Equipment - Large.....	\$50.00/Use
Personal Protective Equipment - Small.....	\$25.00/Use
Photocopies: Black & White.....	\$0.25/Print
Photocopies: Color.....	\$1.50/Print
Photographs: Digital.....	\$0.50/Photo
Pictometry/Nearmap Aerial Images.....	\$30.00/Use
Roof Scanner - Large.....	\$250.00/Use
Roof Scanner - Small.....	\$75.00/Use
Rope Access Equipment.....	\$150.00/Use
Scanning Electron Microscope/EDS.....	\$150.00/Hour
Thermogravimetric Analysis (TGA) .....	\$350.00/Use
Track Mounted Robot.....	\$250.00/Use
UT Thickness Tester.....	\$100.00/Day
Various Specialized Software Applications As Required.....	Quoted Rates
VC 2000/3000/4000.....	\$165.00/Use
Vibration Monitoring Equipment.....	\$250.00/Use
X-Rays (Portable).....	\$75.00/File + \$10.00/image